

**EXHIBIT “C”**

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PRACTICE DEDICATED TO LITIGATION  
AND NEGOTIATION MATTERS

May 31, 2019

**\*\*PERSONAL & CONFIDENTIAL\*\***  
**\*\*ATTORNEY-CLIENT PRIVILEGE\*\***

Via Email: [pborst@sbacmc.com](mailto:pborst@sbacmc.com)

Philip Borst

Scungio Borst Construction Management

2 Riverside Drive, Suite 500

Camden, NJ 08103

Re: *Scungio-Borst v. KPG, et al*

Dear Philip:

You have asked us to represent Scungio-Borst Construction Management in connection with the above-captioned matter. This letter sets forth the basis on which Scungio-Borst Construction Management will be charged for services in connection with this matter.

Our fee proposal is a flat earned retainer of \$10,000 per month. We will not bill you for any fees in excess of this amount; however, because we are capping the fees on the monthly retainer, we shall also be entitled to a success fee on a contingent basis of 10% of the gross dollar amounts obtained on your behalf at the conclusion of the case by way of settlement<sup>1</sup>. If the case actually proceeds to trial then the success fee shall be 15% of the gross recovery whether the case settles during the trial or not. As a courtesy to the clients, any success fee that is paid will be calculated after \$2 million is deducted from the gross settlement amount or verdict. This is to accommodate for funds which would be owed anyway to the subcontractors as part of the retainage. By way of

<sup>1</sup> It is understood that there will be an exception to the 10% settlement success fee which will apply in the event the case can be settled as to KPG only within the next 30 days. In that event, the success fee will be a flat \$30,000. The success fee and /or trial success fee will then apply to any other defendants.



example, if the total settlement is \$5 million the success fee would be calculated on \$3 million.

Based upon our review of the volume of documents and work to be performed, there could be a number of months when the standard hourly fees would normally exceed \$30,000. This is the basis for the application of the success fee.

As to expert witness fees and court report fees and other out of pocket expenses, you agree that you will pay them directly upon request and that these are not covered by the retainer fee.

Each of us may terminate this engagement upon written notice to the other party. If under the circumstances, leave of Court is required, we will file the appropriate application with the Court if we seek to terminate the engagement. In the event that our engagement is terminated and there are outstanding fees or expenses due to us, we will retain a lien on your files to the extent permitted by law. We may also suspend our representation, upon notice to you, until our billing statements (including retainer requests) are paid. You will additionally be responsible for any time charges and costs we incur to collect any past due billed amounts.

We expect our invoices to be paid upon presentation. We reserve the right to withdraw from the representation for failure to promptly pay our invoices or for other just cause.

If any of our fees or costs are unpaid, and we take any action to collect the same, we shall be entitled to reimbursement at our regular rates of all attorney's fees and costs incurred in effecting such collection, even if we do the work ourselves. If a dispute arises over this agreement or anything related to this agreement, the parties shall proceed to binding arbitration in Philadelphia using a retired judge who shall hear the case under the JAMS ADR rules found at [www.JAMSADR.COM](http://www.JAMSADR.COM).

#### **NOTICE OF PRESERVATION**

Pursuant to both federal and state rules of civil procedure, every party to a lawsuit has a duty to preserve all evidence which could be relevant to the suit. This includes the duty to preserve all electronic evidence, such as emails discussing the incident or related to matters at issue in the suit. This duty to preserve evidence is broad and extends to all documents, regardless of whether the document is stored electronically (such as email) or in hard copy and regardless of the type of document.

For example, reports, spreadsheets, photographs and videotapes are all considered documents that must be preserved. Furthermore, the duty to preserve this documentary evidence extends to all documents in existence as of the time you reasonably anticipated this litigation.

To ensure that all relevant documents are preserved, you should communicate directly with all employees who have possession or control of potentially relevant evidence, including but not limited to personnel who deal with email retention, deletion, and archiving. You should advise each of these employees to preserve any relevant documents in their custody.

Furthermore, you should advise all such persons that any regularly scheduled and/or automatic deletion of email or other electronic documents must be discontinued with respect to any relevant data.

In addition, any document destruction (such as shredding of documents) should cease with respect to any relevant documents.

**COMMUNICATIONS WITH CLIENT**

I shall keep you informed of the progress of your matter by sending you copies of significant documents pertaining to the representation. You are encouraged to telephone or write us if you have information to impart or questions to ask. There will be times when I will not be immediately available; however, all calls made during normal business hours (from 8:30 a.m. until 5:30 p.m. every business day) will be acknowledged and a message taken.

I also encourage you, when I am not available to accept your call, to speak with my secretary, Quinn Gallagher, since, if you are passing on information, she can deliver it to me without the necessity of your awaiting a return call, or if it is of a more complex nature, with my colleague, Albert Belmont Esquire.

We appreciate the opportunity to represent you. If you have any questions about the terms of this representation letter, please promptly advise me. I will be happy to answer any questions.

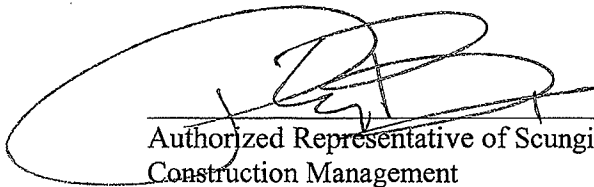
Sincerely,

**BOCHETTO & LENTZ, P.C.**

BY: /s/ Gavin P. Lentz  
Gavin P. Lentz, Esquire

**I HAVE READ THE FOREGOING AND AGREE TO ITS TERMS AND CONDITIONS.**

Date: 5.31.19

  
Authorized Representative of Scungio Borst  
Construction Management